

| | | |
|------------------------------------|---|--------------------|
| DOCKET NO. LLI-CV17-6015399-S | : | SUPERIOR COURT |
| | : | |
| COMMUNITY HEALTH & WELLNESS | : | J.D. OF LITCHFIELD |
| CENTER OF GREATER TORRINGTON, INC. | : | |
| | : | |
| v. | : | |
| | : | |
| WINCHESTER PLANNING AND | : | |
| ZONING COMMISSION | : | NOVEMBER 27, 2017 |

STIPULATED SETTLEMENT

The parties to the above-captioned appeal, plaintiff Community Health & Wellness Center of Greater Torrington, Inc. (the “Center”), intervening plaintiff Winsted Super Saver, Inc. (“Super Saver”), and defendant Winchester Planning and Zoning Commission (“Commission”), hereby stipulate to judgment in this action on the terms set forth below:

WHEREAS, the Center operates as a Federally Qualified Health Center and is a provider of comprehensive primary health, mental health and dental services to the medically underserved population of northwest Connecticut;

WHEREAS, Super Saver is the owner of real property located at 372-376 Main Street, 30 Elm Street, and that certain parcel of real property located on Center Street and identified by the Tax Assessor of the Town of Winchester as having a map/block/lot number of 110/001/018A, Winsted, Connecticut (the “Property”);

WHEREAS, the defendant Commission is the agency established and empowered by the Town of Winchester under Conn. Gen. Stat. §§ 8-1 and 8-3c to receive, process and act upon special permit applications;

WHEREAS, the Center has been awarded a federal grant of \$1,000,000 to expand its space and physical capacity to advance its mission;

WHEREAS, the Center holds a contract to purchase the Property from Super Saver conditioned on, among other things, the Center receiving all necessary approvals from the Town of Winchester to use the Property as a medical office and clinic;

WHEREAS, on or about March 9, 2017, the Center applied to the Commission for a special permit to convert the existing building and change the use of the Property to a new medical clinic (the “Special Permit Application”);

WHEREAS, after holding a public hearing, the Commission denied the Special Permit Application on April 10, 2017 by a vote of 3-2 against;

WHEREAS, the Center timely appealed the Commission’s action in the present appeal, and Super Saver was granted leave to intervene in this appeal as a plaintiff;

WHEREAS, as a result of court-sponsored mediation, the parties to this appeal have reached agreement on terms by which the Center’s Special Permit Application is hereby approved and this appeal is settled and resolved, which terms are set forth in this stipulation and in the architectural and site plans entitled “Parking Lot Layouts” and “Proposed Floor Plan & Elevations” dated November 20, 2017 (the “Modified Plans”) (attached hereto as Exhibit A);

WHEREAS, because the terms agreed to herein will maintain the same use as originally proposed and no structural changes to the outside of the building or the Property are proposed, the parties believe that there is no need for a new application in order for the Commission to approve the Special Permit Application;

WHEREAS, in compliance with the requirements of Practice Book § 14-7B(j) for consideration of settlement agreements, on November 27, 2017, the Commission held a duly-noticed public meeting at which it reviewed the proposed settlement;

WHEREAS, the proposed settlement was identified on the agenda for the November 27, 2017 Commission meeting (attached hereto as Exhibit B), and the agenda was posted before the meeting in accordance with General Statutes § 1-210, *et seq.*;

WHEREAS, the Commission published notice of the meeting in the newspaper twice before the 27th (see notice attached hereto as Exhibit C);

WHEREAS, at its November 27, 2017 meeting, the Commission heard a presentation of this stipulation and received public comment thereon, discussed the proposed settlement, and then voted, 4-1, to approve the Special Permit Application and this stipulation, stating the reasons for its approval on the record (see motion attached hereto as Exhibit D);

WHEREAS, the parties to this appeal have determined that it is in their respective best interests to permanently resolve the appeal in order to avoid the expense, inconvenience and delay of protracted legal proceedings; and

WHEREAS, it is the parties' intent to resolve this appeal amicably, without any admission of fault or liability whatsoever, and in accordance with the terms of this stipulation and by the execution hereof;

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby stipulate to the following terms and conditions approving the Special Permit Application and settling this action:

1. The parties agree that all of the terms of this Agreement including the “WHEREAS” paragraphs appearing before the numbered paragraphs are contractual in nature and not mere recitals.

2. Promptly following the Commission’s vote to enter into this stipulation, counsel for the parties shall execute this stipulation and the attached Joint Motion for Judgment in Accordance with Stipulation, and undersigned counsel for the Center shall file them with the Superior Court.

3. Effective upon the Court’s entry of judgment in accordance with this stipulation pursuant to General Statutes § 8-8(n), the Center’s Special Permit Application as amended by the Modified Plans is approved by the Commission in accordance with this stipulation as a compromise and settlement of this action. The Special Permit Application is not modified in any way other than as provided on the Modified Plans and in this stipulation.

4. Promptly following the Court’s entry of judgment in accordance with this stipulation, the Commission shall send a formal written approval of the Special Permit Application to the Center. The Commission’s approval of the Special Permit Application will contain no conditions other than as set forth in this stipulation.

5. As soon as the Center closes on title and receives a building permit to renovate the building on the Property in accordance with the Modified Plans, the Center will promptly remove the plywood covering the side of the building facing Main Street.

6. The Commission will publish notice of the approval of the Special Permit Application in the newspaper in the manner provided by General Statutes § 8-3c(b).

7. When the Center receives written approval of the Special Permit Application from the Commission, it will promptly record that approval on the Winchester land records and provide evidence to the Commission that it has been recorded.

8. Going forward, the building permit(s), certificate(s) of occupancy and any other approvals required for the Center to use and occupy the Property as a medical clinic shall be issued by the Town of Winchester in the normal course and without unreasonable delay.

9. For not less than two years from the date a certificate of occupancy is issued to the Center, the Center shall reserve approximately 3,500 square feet of the building on the Property for a tenant that will use that space for one or more of the following uses permitted in the Town Center zone as provided in Section II.A.3.a of the Winchester Zoning Regulations (the "Tenant Space"): Artisan production, bakery, banks and financial institutions without drive-thru, drug store (small format), restaurant, retail (grocery small format), retail (personal service), retail (small shop). The Tenant Space shall be situated at the front of the building along Main Street in accordance with the Modified Plans.

10. The entrance at the Main Street frontage of the building shall access the Tenant Space only. The Center shall renovate the building so that its medical clinic space is located at the rear of the building, separate from the Tenant Space, with the only access to the Center's space being in the rear of the building, adjacent to the parking lot.

11. The Center shall be permitted to install a wall sign on the front of the building, another wall sign on the rear wall of the building, and an awning sign over the rear entrance, all in the sizes and approximate locations shown on the Modified Plans, except that the sign on the front of the building shall be no more than 16 square feet in size.

12. Selection of the tenant and of the use of the Tenant Space shall be within the sole discretion of the Center, subject to compliance with the Zoning Regulations. A tenant may renovate and use the Tenant Space for any of the permitted uses listed in Section 9, above, without requiring any approval from the Commission. Application may be made to the Commission for any of the following uses allowed by special permit per Section II.A.3.a.ii: Brewpub, Brewery (large), brewery (micro), distillery, recreation and entertainment facility (indoor private), tap/tasting room. Such special permit application shall be decided by the Commission in the normal manner as provided in the Zoning Regulations.

13. If, as of the date two years from the date a certificate of occupancy is issued to the Center, the Center has been unable to lease the Tenant Space, the Center shall report as much to the Commission and shall supply the Commission evidence of its efforts to lease the Tenant Space but not of any proposed terms of lease. If the Commission agrees the Center used commercially reasonable efforts to lease the Tenant Space, then the restrictions set forth in Sections 9 and 12, above, shall be terminated and the Center shall be free to use the Tenant Space subject to compliance with the Zoning Regulations and other applicable law. If the Center seeks a permit to expand its medical clinic, or seeks a permit for any other medical office, small format or large format as defined in the Zoning Regulations, and such permit application is denied, the plaintiffs reserve the right to re-open this appeal and to pursue the Special Permit Application. If a plaintiff moves to re-open this appeal, the Commission agrees to a briefing schedule that will allow a final hearing on the appeal to occur within 90 days of the granting of the motion to re-open. If the Center seeks a permit to expand into the Tenant Space for any use other than a medical office, small format or large format, the Center will be

subject to the Zoning Regulations and applicable laws and may not re-open this appeal. The parties to this stipulation expressly acknowledge and agree that for purposes of this Section 13, the listing of the Tenant Space with an independent professional broker shall qualify as evidence of using “commercially reasonable efforts” to lease the Tenant Space but shall not be interpreted as prima facie evidence of such efforts. The Commission may, in good faith, require additional evidence to support the Center’s position. If the parties disagree whether the Center used commercially reasonable efforts to lease the Tenant Space, the question shall be resolved by binding mediation through the Litchfield Superior Court under Section 21, below.

14. The Center’s normal business hours will conclude at 6 pm on weekdays, subject to occasional exceptions driven by patient need. There will be no weekend hours.

15. The Center will make a presentation about the Center and what it does to the Commission at a regular meeting within the next four weeks.

16. It is understood and agreed that this stipulation effects the settlement of claims which have been denied by the Commission and have been contested in good faith. In particular, the Commission vehemently denies that any of its members had a conflict of interest, and it continues to maintain that no evidence of a conflict has been submitted. Nothing contained in this stipulation shall be construed as an admission by any party of any liability or wrongdoing of any kind. Each of the parties enters into this stipulation to avoid litigation and to buy their peace. For purposes of achieving a settlement, the plaintiffs affirmatively acknowledge that no conflict of interest has been judicially established.

17. All officials, employees and representatives of the plaintiffs, the Commission and the Town of Winchester involved with the Special Permit Application shall act in good

faith and make best efforts to achieve an expedited, complete and mutually acceptable approval of the Special Permit Application and Modified Plans. Each party agrees to perform all further acts and to execute and deliver all documents that may be reasonably necessary to carry out the intents and purposes of this stipulation.

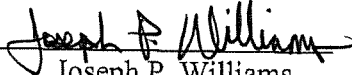
18. In considering and voting to approve this stipulation, the Commission fully complied with the procedures required by Section 14-7B(j) of the Practice Book.

19. Any approvals granted for the Special Permit Application and the Modified Plans by any boards, commissions, officials, staff or other authorities of the Town of Winchester shall be considered integral components of a court-approved settlement pursuant to General Statutes § 8-8(n).

20. The parties agree that nothing stated or submitted by any party to any governmental agency or official concerning the Special Permit Application may be used by any party in any litigation, including in this action.

21. The Court shall maintain continuing jurisdiction over this matter for purposes of enforcing the rights and obligations of the parties as set forth herein.

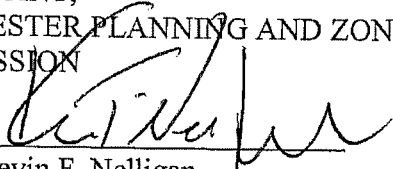
PLAINTIFF,
COMMUNITY HEALTH & WELLNESS
CENTER OF GREATER TORRINGTON, INC.

By 
Joseph P. Williams
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
(860) 251-5000
jwilliams@goodwin.com
Juris No. 57385

INTERVENING PLAINTIFF,
WINSTED SUPER SAVER, INC.

By _____
Edward G. Fitzpatrick
Fitzpatrick Mariano Santos Sousa, PC
203 Church Street
Naugatuck, CT 06770
(203) 729-4555
fitz@fmslaw.org
Juris No. 409172

DEFENDANT,
WINCHESTER PLANNING AND ZONING
COMMISSION

By 
Kevin F. Nelligan
Law Offices of Kevin F. Nelligan
194 Ashley Falls Road
P.O. Box 776
North Canaan, CT 06018
(860) 824-5171
Kevin.nelligan@nelliganlaw.com
Juris No. 18142

PLAINTIFF,
COMMUNITY HEALTH & WELLNESS
CENTER OF GREATER TORRINGTON, INC.

By _____
Joseph P. Williams
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
(860) 251-5000
jwilliams@goodwin.com
Juris No. 57385

INTERVENING PLAINTIFF,
WINSTED SUPER SAVER, INC.

By _____
Edward G. Fitzpatrick
Fitzpatrick Mariano Santos Sousa, PC
203 Church Street
Naugatuck, CT 06770
(203) 729-4555
fitz@fmslaw.org
Juris No. 409172

DEFENDANT,
WINCHESTER PLANNING AND ZONING
COMMISSION

By _____
Kevin F. Nelligan
Law Offices of Kevin F. Nelligan
194 Ashley Falls Road
P.O. Box 776
North Canaan, CT 06018
(860) 824-5171
Kevin.nelligan@nelliganlaw.com
Juris No. 18142

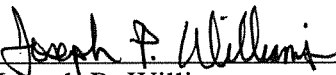
CERTIFICATION OF SERVICE

I hereby certify that a copy of the foregoing Stipulated Settlement was served via U.S.

Mail, postage prepaid on November 28, 2017 to the following counsel of record:

Kevin F. Nelligan, Esq.
Law Offices of Kevin F. Nelligan
194 Ashley Falls Road
P.O. Box 776
North Canaan, CT 06018
Kevin.nelligan@nelliganlaw.com

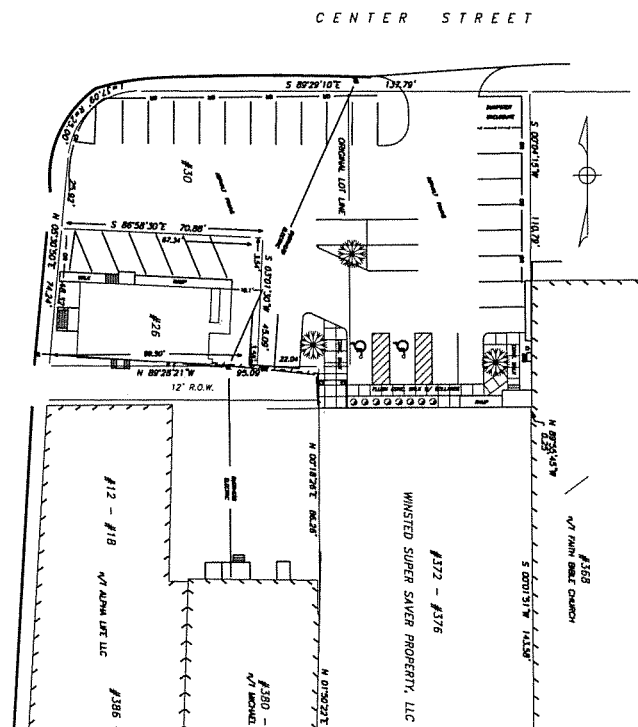
Edward G. Fitzpatrick, Esq.
Fitzpatrick Mariano Santos Sousa, PC
203 Church Street
Naugatuck, CT 06770
fitz@fmslaw.org



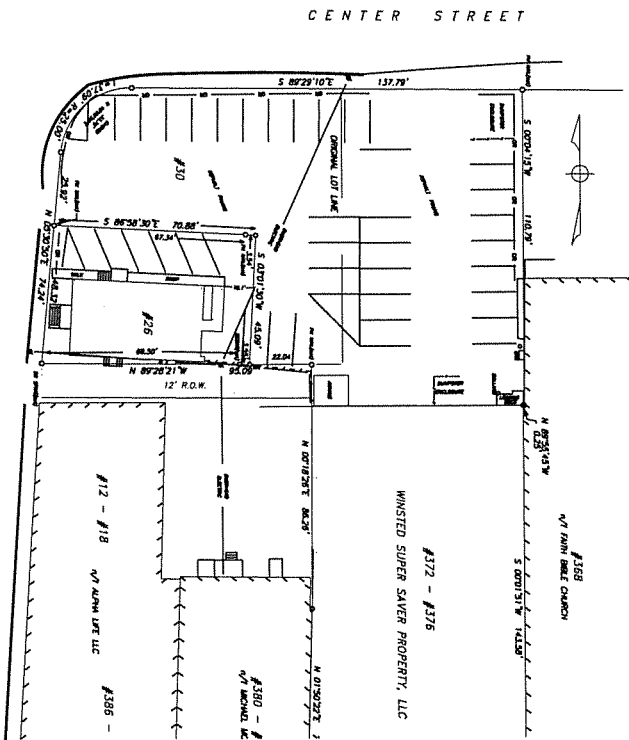
Joseph P. Williams
Commissioner of the Superior Court

EXHIBIT A

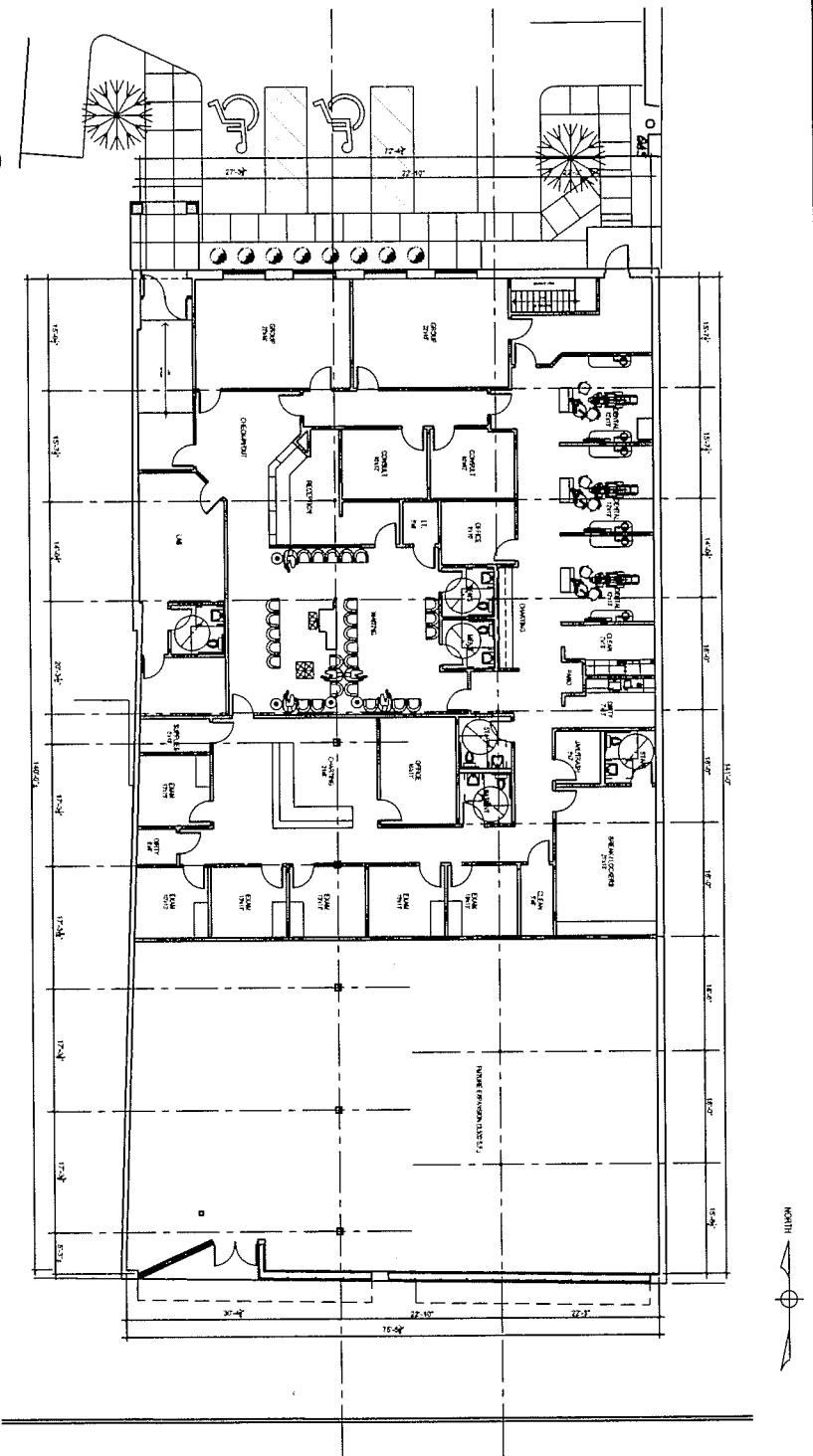
| | | |
|--|--|---|
| STUDIO 30 ARCHITECTURAL 300 W. 10TH STREET SUITE 200 WINCHESTER, CT 06095 TEL: 860.235.1234 FAX: 860.235.1235 WWW.STUDIO30ARCH.COM | | ISSUE LOG FOR CLIENT REVIEW - 20 NOVEMBER 2017 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ |
| PROJECT: WELLNESS CENTER OF GREATER TORRINGTON 372 W. MAIN STREET WINCHESTER, CT SHEET TITLE: PARKING LOT LAYOUTS DATE: 20 NOVEMBER 2017 SCALE: 1" = 20'-0" DRAWN: CEC CHECKED: CEC | | C1.1 PROJECT NO. 17003 C1.1 |



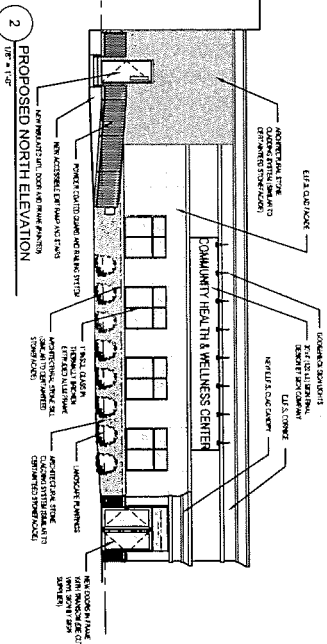
2
1" = 20'-0"
PROPOSED PARKING LOT LAYOUT



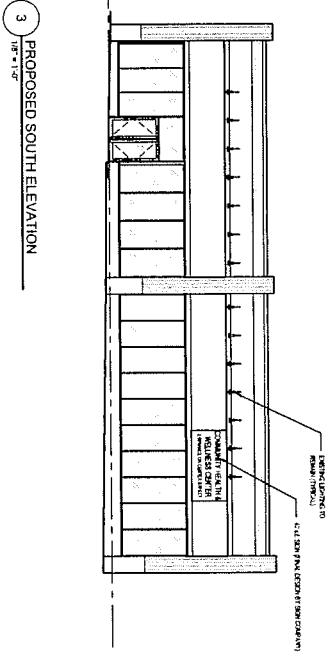
1
1" = 20'-0"
EXISTING PARKING LOT LAYOUT



1
PROPOSED FLOOR PLAN
1/8" = 1'-0"



2
PROPOSED NORTH ELEVATION
1/8" = 1'-0"



3
PROPOSED SOUTH ELEVATION
1/8" = 1'-0"

| | | | |
|--|--|--|--|
| ARCHITECTURAL STUDIO 30 LLC ARCHITECTURAL STUDIO 30 LLC 2000 N. 10TH STREET, SUITE 200 DENVER, CO 80202 TEL: 303.733.1111 WWW.STUDIO30LLC.COM | | ISSUE LOG NO. 1 DATE: 10/20/2017 FOR CLIENT REVIEW - 02 - 20 NOVEMBER 2017 NO. 2 DATE: 11/01/2017 FOR CLIENT REVIEW - 03 - 20 NOVEMBER 2017 | |
| This drawing is the property of the Architectural Studio 30 LLC. It is to be used only for the project and site specified herein. No part of this drawing may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the written permission of the Architectural Studio 30 LLC. | | PROJECT NAME: PROPOSED SOUTH WING OFFICE FOR COMMUNITY HEALTH & WELLNESS CENTER OF GREATER TORINGTON 317 3RD AVE STREET TORINGTON, VT | |
| SHEET TITLE: PROPOSED FLOOR PLAN & ELEVATIONS | | DATE: 20 NOVEMBER 2017 SCALE: 1/8" = 1'-0" DRAWN BY: CEC CHECKED BY: CEC | |
| PROJECT NO.: 17020 | | A1.1 | |



**TOWN OF WINCHESTER
PLANNING & ZONING COMMISSION
Regular Meeting Agenda**

November 27, 2017

Town Hall – P. FRANCIS HICKS ROOM – 2nd Floor – 7:00PM

1. Call to Order:

2. Roll Call:

3. Agenda Review:

4. Executive Session:

A. Discussion on Strategy with Respect to the Pending Appeal, Community Health of Greater Torrington vs. Winchester Planning and Zoning Commission.

5. Other Business:

A. Accept public comment on proposed settlement between Community Health Center of Greater Torrington vs. Winchester Planning and Zoning Commission.

B. Possible Action with Respect to the Pending Appeal, Community Health Center of Greater Torrington vs. Winchester Planning and Zoning Commission.

6. Public Hearings:

A. PZC#17-19 Special Permit – 2 East Lake Street, Map 114, Block 083, Lot 001F Applicant: Ron LaPointe Owner: LaPointe's Floor Covering & Design, LLC Proposal: Add Second Floor to Existing Building to Change into Mixed-use. Add Six 1-Bedroom Apartments. New Exterior Finishes, Entrance and Landscaping. Requesting Shared Parking for mixed-uses per III.E.1.e.

7. Old Business:

A. PZC#17-19 Special Permit – 2 East Lake Street, Map 114, Block 083, Lot 001F Applicant: Ron LaPointe Owner: LaPointe's Floor Covering & Design, LLC Proposal: Add Second Floor to Existing Building to Change into Mixed-use. Add Six 1-Bedroom Apartments. New Exterior Finishes, Entrance and Landscaping. Requesting Shared Parking for mixed-uses per III.E.1.e.

B. PZC#17-20 Special Permit – 10 Bridge Street, Map 110, Block 054, Lot 003A Applicant: Marty Goldin Owner: XKL Capital, LLC Proposal: Installation of Projection Video Display on 10 Bridge Street. (Application Accepted 11/13/2017, Public Hearing must be Scheduled by 01/18/2018).

8. New Business:

A. PZC# 17-21 Site Plan – 103 Colebrook River Road, Map 18, Block 150, Lot 045 Applicant: Robin Glover and Deborah Minard Proposal: Gift Shop - Small Retail; Store will be 18'x27', 432 sq. ft., 2 Parking Spaces Required: 2 Parking Spaces + 1 Handicap Space Provided Plus Plenty More Spaces for House.

9. Approval of Minutes: November 13, 2017

10. Communications:

11. Town Planner's Report:

11. Other Business:

12. Adjournment.

Craig Sanden - Chairman
George Closson - Vice-Chairman
Barbara Wilkes - Secretary
Jerry Martinez, Art Melycher, Members
Peter Marchand, Lee Thomsen Alternate

EXHIBIT B

LEGAL NOTICE WINCHESTER PLANNING & ZONING COMMISSION NOTIFICATION OF PUBLIC HEARING**LEGAL NOTICE**

Winchester Planning
& Zoning Commission
Notification of Public Hearing

Notice is hereby given that the Winchester Planning & Zoning Commission will hold a Hearing on Monday, November 27, 2017 at 7PM in the P. Francis Hicks Room located on the Second Floor of Winchester Town Hall, 338 Main Street, Winsted for the following:

Possible Action with Respect to a Proposed Settlement Agreement in the Pending Appeal, Community Health Center of Greater Torrington vs. Winchester Planning and Zoning Commission.

Location: 376 Main Street

Map: 110, Block 001, Lot(s) 2, 2A, 18 and 18A

Proposal: Proposed

Relocation and Expansion

At this Hearing, interested persons may appear and be heard and written communications will be received.

Copies of the above proposed settlement agreement will be available at the hearing.

Dated at Winchester, CT

this 21st day

of November, 2017

Craig Sanden, Chairman

R-A November 24, 2017

Appeared in: ***Republican-American*** on 11/24/2017 and 11/25/2017

[Back](#)

EXHIBIT C



TOWN OF WINCHESTER PLANNING AND ZONING COMMISSION

Town of Winchester Town Hall, 338 Main Street

P. Francis Hicks Room – 2nd Floor

November 27, 2017 – 7:00PM

Regular Meeting Minutes (MOTIONS ONLY)

1. CALL TO ORDER:

Chairman Craig Sanden called the meeting to order at 7:00PM.

2. ROLL CALL:

At the request of Mr. Sanden, Mr. Sadlowski conducted the roll call, noting that the following individuals were present: Craig Sanden, George Closson, Jerry Martinez, Art Melycher, Barbara Wilkes, and Alternates Pete Marchand and Lee Thomsen.

3. AGENDA REVIEW:

No changes were made to the agenda.

4. EXECUTIVE SESSION:

A. Discussion on Strategy with Respect to the Pending Appeal, Community Health of Greater Torrington vs. Winchester Planning and Zoning Commission.

MOTION: Mr. Closson, Ms. Wilkes second, to enter into Executive Session for purposes of discussion on strategy with respect to the pending appeal, Community Health of Greater Torrington vs. Winchester Planning and Zoning Commission, inviting Attorney Kevin Nelligan and Town Staff Steve Sadlowski and Pam Colombie to join them; unanimously approved.

The Commission and invitees exited the P. Francis Hicks Room at 7:01PM, utilizing the Probate Conference Room across the hall for an Executive Session. They exited Executive Session at 8:45PM.

5. OTHER BUSINESS:

A. Accept public comment on proposed settlement between Community Health Center of Greater Torrington vs. Winchester Planning and Zoning Commission.

Attorney Nelligan explained that an appeal was filed challenging the denial of the Special Permit. He explained how a settlement is often in the best interest of both parties in a lawsuit. Copies of the proposed Stipulated Judgment, dated November 27, 2017, were made available to the public. Attorney Nelligan then reviewed the document explaining what the paragraphs mean, covering the highpoints.

Attorney Nelligan noted that the agreement provided for the plywood on the face of the building to be removed upon the issuance of a building permit. He explained that one of the major considerations in the Commission's decision was to protect retail use on Main Street. As part of the settlement agreement, Attorney Nelligan explained that 3500 square feet of retail space will be protected for an initial period of two years. He noted that the only presence of the health center will be in the form of a sixteen-square foot sign.

A last call for public comment was received prior to the closing of the hearing.

B. Possible Action with Respect to the Pending Appeal, Community Health Center of Greater Torrington vs. Winchester Planning and Zoning Commission.

MOTION: Mr. Closson, Mr. Martinez second, to approve the amended stipulated settlement subject to the following changes:

Paragraph #11 should have the following sentence added to the end of it:

The Center's sign at the front of the building should be no more than sixteen square feet.

Paragraph #13 of the Agreement was modified so that it should read:

13. If, as of the date two years from the date a certificate of occupancy is issued to the Center, the Center has been unable to lease the Tenant Space, the Center shall report as much to the Commission and shall supply the Commission evidence of its efforts to lease the Tenant Space but not of any proposed terms of lease. If the Commission agrees the Center used commercially reasonable efforts to lease the Tenant Space, then the restrictions set forth in Sections 9 and 12, above, shall be terminated and the Center shall be free to use the Tenant Space subject to compliance with the Zoning Regulations and other applicable law. If the Center seeks a permit to expand its medical clinic, or seeks a permit for any other medical office, small format or large format as defined in the Zoning Regulations, and such permit application is denied, the Plaintiffs reserve the right to re-open this appeal and to pursue the Special Permit application. If Plaintiff moves to re-open this appeal, the Defendant agrees to a briefing schedule that will allow a final hearing on the appeal to occur within 90 days of the granting of the motion to re-open. If Plaintiff seeks a permit to expand into the Tenant Space for any use other than a medical office small format or large format, the Center will be subject to the Zoning Regulations and applicable laws and may not re-open this appeal. The listing of the Tenant Space with an independent professional broker shall qualify as evidence of using "commercially reasonable efforts. The Commission may, in good faith, require additional evidence to support the Center's position. If the parties disagree whether the Center used commercially reasonable efforts to lease the Tenant Space, the question shall be resolved by binding mediation through the Litchfield Superior Court under Section 21, below.

Paragraph #15 should be changed to read:

15. The Center will be permitted to make a presentation to the Commission at a regular meeting in the near future at which they may give general information about the Community Health Center.

Paragraph #16 should include the following sentence to the end of it:

In the interest of settling this appeal, the Plaintiffs acknowledge that no conflict of interest has been judiciously established.

Motion passed with Mr. Sanden, Mr. Martinez, Mr. Closson and Mr. Melycher voting aye while Ms. Wilkes was opposed.

6. PUBLIC HEARINGS:

A. PZC#17-19 Special Permit – 2 East Lake Street, Map 114, Block 083, Lot 001F

Applicant: Ron LaPointe **Owner:** LaPointe's Floor Covering & Design, LLC **Proposal:** Add Second Floor to Existing Building to Change into Mixed-use. Add Six 1-Bedroom Apartments. New Exterior Finishes, Entrance and Landscaping. Requesting Shared Parking for mixed-uses per III.E.1.e.